

The following is a transcription of a document retained by Richard Brown Esq relating to Land donated by his grandfather for the provision of a Congregational Church in Covington a PDF of the original can be found in the Covington and Keyston History Group Museum - Object ID 000503

THIS INDENTURE made the 10th of Nov. 1914 between Thomas Brown of Dean in the county of Bedford farmer and butcher of the first part The Rev. John Phelps of The Manse, Dean aforesaid Congregational Minister of the second part and the said John Phelps, the said T. Brown, Edward Ackroyd Milligan of the Crosssays, Raunds in the county of Northampton gentleman Alfred George Carruthers of Bower Street, Bedford in the county of Bedford draper and James Thomas Lowe of St. Peter's Bedford aforesaid bookseller (hereinafter called the trustees) of the third part. Whereas by an indenture dated the first day of October 1912 and made between the said Edward Ackroyd Milligan; of the one part and the said Thomas Brown of the other part the piece or parcel of land hereinafter described and intended to be conveyed was with other hereditaments conveyed unto and to the use of the said Thomas Brown his heirs and assigns for ever and whereas the said Thomas Brown is desirous of giving the said piece or parcel of land hereinafter described for the erection there on of a mission or other church to be used by the inhabitants of the surrounding district as a place for public worship according to the principles and usage of Protestant Dissenters of the Congregational Order called Independents and has agreed to convey the said land and hereditaments to the use of the said parties hereto of the third part. Upon the trusts and the intents and purposes and with and under subject to the powers and provisos declarations and agreements hereinafter expressed and declared concerning the same. Now this indenture witnesseth that in order to effectuate this desire and in consideration of the premises the said T. Brown as Beneficial Owner hereby grants and conveys unto the said J. Phelps and his heirs all that plot of land situate at Covington in the parish of Dean in the city of Bedford consisting by almost Four poles seventeen yards and three feet or thereabouts which said plot of land is bounded on or towards the North by a private road and measures next thereto forth one feet five inches on or towards the East by land of the said T. Brown abutting on the main road leading to Keyston and measuring next there to thirty feet on or towards the South by other land of the said T. Brown and measuring next thereto forth one feet five inches and on towards the West by other land of the said T. Brown and measuring next thereto thirty feet be the same several dimensions respectively a little more or less which said piece or parcel of land forms part of Number 79 in the plan on the herein before recited Indenture of Conveyance and is with the dimensions and abutments thereof more particularly delineated and described in the map or plan thereof drawn upon these presents and coloured pink. Together with the right of way to and from the said main road and private road thereunto appurtenant to hold the said piece or parcel of land and hereditaments unto the said J. Phelps in fee simple. To the use of the said Trustees and the survivors and survivor of them and the heirs of such survivor and the trustees or trustee for the time being of these presents in fee simple. Upon the trusts and for the intent's purposes and with under and subject to the powers provisos declarations and agreements hereinafter contained of and concerning the same. And the said T. Brown hereby acknowledges the right of the trustees to the production of the hereinbefore recited Indenture of the first day of October 1912 and to the delivery of copies thereof and hereby undertakes for the safe custody thereof. And it is hereby declared that the value of the said piece or parcel of land is Ten pounds. And it is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the property conveyed or transferred exceeds five hundred pounds.

Repairs and Alterations

1. Upon trust under the direction of the church for the time being assembling for worship in any chapel to be erected on the said land jointly with the Congregational Church at Dean to permit the said chapel and buildings to be from time to time repaired alter enlarged taken down and wholly or partially rebuilt or any other buildings to be erected on the said plot of land the cost of such repairs alterations rebuilding or enlargement being borne by the members for the time being of the said churches or being defrayed by voluntary contributions from other persons.
2. Provided nevertheless that no such alterations rebuilding or enlargement shall be permitted without the sanction of a resolution passed at a joint special meeting of the members of the said and of the Congregational Church of Dean aforesaid and of the said trustees to be called as hereby provided.

Regulations as to use of chapel.

3. And upon trust at all times hereafter to permit the said chapel to be used occupied and enjoyed as a mission church or place for the public worship of God according to the principles and usages of Protestant Dissenters of the Congregational Order commonly called Independents under the direction and control of the pastor for the time being of the Dean Congregational Church acting in conjunction with the church for the time being assembling for worship therein and for the promotion of such other religions educational or philanthropic purposes as the said church shall from time to time direct.
4. And upon trust to permit the deacons of the said church or other persons appointed by the said church for that purpose jointly with the deacons or other persons appointed by the said church at Dean aforesaid for that purpose to receive all monies and subscriptions given or paid for the use of pews and sittings in the said chapel or otherwise contributed for any of the purposes aforesaid which monies and subscriptions after payment thereof of premiums for Insurance against fire cost of repairs of buildings and trustees expenses shall be applied for the support of the pastor the maintenance of Divine Worship in the said chapel and other the purposes of these presents as the said church jointly with the said church at Dean aforesaid shall from time to time direct.
5. And upon trust to permit such persons to officiate in the said chapel as stated pastors as shall be of the Denomination aforesaid who shall hold teach preach and maintain the Gospel of Jesus Christ the Son of God and shall have been chosen by the vote of at least two thirds in number of such of the said trustees and of the members for the time being of the said church jointly with the members for the time being of the said church at Dean aforesaid as shall be personally present at a Special Meeting duly convened and held for that purpose in manner hereinafter provided.
6. Provided always that no person shall be permitted to officiate in the said chapel or premises as a stated pastor who shall be guilty of immoral conduct or shall cease to hold teach and preach as aforesaid or who shall cease to be of the denomination aforesaid and who shall have been removed from his office by the vote of a majority of such of the said trustees and of members for the time being of the said church (jointly as aforesaid) as shall be personally present at a Special Meeting duly convened and held for that purpose in manner hrny provided and as shall vote on the question.
7. And upon trust to permit such occasional ministers or other persons to officiate in the said chapel and premises as the stated pastor for the time being (if any) shall appoint or if there

be no such pastor as the deacons or deacon for the time being of said church and the said church at Dean aforesaid shall jointly appoint.

Provision as to dealing with premises if same cease to be used as a place of worship etc.

8. And upon trust of their the said trustees own authority if the said church shall be dissolved or dispersed and if a new church of the said denomination aforesaid shall not within six calendar months thereafter be found and begin to worship in the said chapel or if the stated public worship of God shall be discontinued for two years together then and in either of the said cases to let sell or otherwise dispose of the said hereditaments and premises or any part thereof at such time or times as the said trustees shall think desirable (first offering the same to the owner or owners for the time being of the adjoining field numbered 79 on the conveyance to the said Thomas Brown aforesaid) and to invest the monies produced thereby in Government or Parliamentary Stock Funds or Securities and to appropriate the income from such investment for the relief of such deserving poor persons residing in the parish of Dean aforesaid or within three miles thereof as may be selected by the said trustees.

Provision as to meetings and as to appointment of new trustees

9. Provided always that a special or other meeting (as the case may require) of the said churches for any of the purposes of these presents may be convened at any time by or by the authority of the pastor or deacons or the majority of them or by one fourth in number of the male members for the time being of the said churches and shall be convened by public notice sign specifying the purpose thereof given in each of the said chapels on each of the two Lord's Days (in the case of a special church meeting) and on the Lord's Day in the case of any other meeting church next preceding such meeting at the usual time for giving notices during Divine Services and such meeting shall not be held earlier than the Wednesday next following the latter of two such Lord's Days or such Lord's Day (as the case may be) That where the said trustees are by virtue of the provision hereto entitled to vote at any such meeting as aforesaid a notice in writing of the time and place of meeting and of the purpose thereof shall be sent through the medium of the general post addressed to each of the said trustees at his last place of abode in England which shall be known to the convener or conveners of such meeting.
10. Provided always for the purpose of these presents (except where the contrary is hereby specifically provided) those only who have been admitted into the full membership of the said churches according to their recognised usages and have been members thereof during at least the six calendar months next preceding such meeting shall be entitled to vote. That no vote shall be given by proxy but that such votes may be given by ballot or otherwise as the said churches shall from time to time direct. That both male and female members of the said churches being adults shall be entitled to vote thereat on all occasions (That except whereby the contrary is hereby specifically provided) the vote of a majority of such of the members for the time being of the said churches as shall be personally present at any meeting of the said churches duly convened and held as shall vote on the question shall for the purposes hereof be deemed and taken to be the vote of and shall bind all the members of the said churches and the Chairman of any meeting for any of the purposes of these presents shall have a second or casting vote in the case of equality of votes on any question. Provided nevertheless that the provision herein contained for calling and regulating church meetings shall apply only to meetings of the said churches for any of the purposes of these presents.

11. Provided also that a memorandum or minute signed by the Chairman of any meeting for any of the purposes aforesaid of any resolutions adopted thereat shall for all purposes of these present be deemed conclusive evidence of the adoption thereof by such majority as is hereby required for the purpose and that the same was adopted at a meeting convened and held as by such memorandum or minute shall be expressed and it shall be presumed that the person subscribing such memorandum or minute as chairman was duly appointed to the office.
12. Provided also that any trustee going to reside out of Great Britain or becoming bankrupt or insolvent shall cease to be a trustee of these presents and when and so often as by reason of death retirement incapacity bankruptcy insolvency or ceasing to reside in Great Britain there shall not be more than two trustees of these presents the vacancies occasioned as aforesaid shall be supplied by the appointment by the vote of a majority of such of the members for the time being of the said churches as shall be personally present at a special church meeting and as shall vote on the question of so many additional persons of the denomination aforesaid being male members of the said churches or of the congregation assembling for worship in the said chapels or of some other church or congregation of the denomination aforesaid as will make up the number of the original number of trustees whereupon all necessary assurances shall be executed and acts done for vesting the trust premises in such trustees or trustee. But it is expressly declared that this present power shall not be impaired or become incapable of being exercised by reason of the trustees being at the time of the exercise thereof reduced below the number of five. Provided also that the number of trustees may if the churches shall so direct be increased or reduced.
13. Provided also that the major part of the trustees for the time being of these presents shall have and may exercise all the trusts powers authorities and discretions hereby given to or vested in the said trustees for the time being thereof as the same might have been exercised by the whole of such trustees.
14. Provided also that any of the trustees for the time being of these present may retire from the trusts hereof (whether or not another person be appointed trustee in his place) on giving one calendar months' notice in writing of his intention so to do to the pastor or one of the deacons of the said churches (if there shall be such pastor or deacon) and to each of his co-trustees for the time being (if any) whereupon the requisite assurances shall be executed for vesting the said trust premises in the other trustees or trustee. Provided that any such notice sent through the General Post and addressed to any trustee at his last known usual place of abode in Great Britain shall be sufficient notice to such trustee under this clause.

Government of church and form of worship

15. Provided also that in regard to all matters relating to the internal government of the said church and which are not herein expressly provided for the same shall be conducted according to the principles and usages of Protestant Dissenters of the Congregational Order commonly called Independents and especially the members for the time being of the said church jointly with the members for the said church at Dean aforesaid shall have full and uncontrolled power to manage and arrange all their internal and or church affairs whether regarding the admission suspension or exclusion of members the election suspension or dismissal of deacons or otherwise however according to their own interpretation of the Holy Scriptures and their convictions of Duty to God and their Fellow Creatures.

Trustees' Indemnities

16. Provided also that every trustee of these presents shall be entitled to deduct and return and also to allow to his co-trustees or co-trustee out of monies or effects coming to his hands by virtue of these presents all costs charges and expenses of and incident to the execution of the trusts hereof.
17. Provided also that every trustee of these presents shall be chargeable only with such monies and effects as he shall actually receive notwithstanding his joining in any receipt or other act for the sake of conformity and shall be accountable only for his own acts receipts and defaults and not for those of his co-trustees or co-trustee or for any other persons or person with whom any of the trust monies or effects may be deposited or for any other loss or damage whatsoever unless the same shall happen through his own wilful act or default.

In witness thereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Signed sealed and delivered by the before named Thomas Brown in the presence of E. Edgar Knowles, Solicitor, Luton and E. Branch Mahon, 48 Napier Rd, Luton, Congregational Minister

THOMAS BROWN seal.

Signed sealed and delivered by the aforementioned John Phelps, Alfred George Carruthers and James Thomas Love in the presence of E. Edgar Knowles

JOHN PHELPS seal.

ALFRED GEORGE CARRUTHERS seal.

JAMES THOMAS LOVE seal.

Signed sealed and delivered by the aforementioned Edward Ackroyd Milligan in the presence of Thomas Edgar Hope Milligan, The Crossways, Raunds, Northamptonshire, Student

EDWARD ACKROYD MILLIGAN seal.

Enrolled in the central office of the Supreme Court of Judicature the thirtieth day of January in the year of our Lord 1915 to the tenor of the statute made for that purpose being first duly stamped.

Dated 10th November 1914

Mr Thomas Brown
To
Revd. J. Phelps and Others

COPY

CONVEYANCE AND DECLARATION
OF TRUSTS OF LAND FOR
CONGERGATIONAL CHURCH
AT COVINGTON IN THE
COUNTY OF BEDFORD
